

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT
Southern District of New York

In re Lehman Brothers Holdings Inc., et al.

Case No. 08-13555 (SCC)

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the partial transfer, other than for security, of the claim referenced in this evidence and notice.

Citigroup Global Markets Ltd.

Lehman Brothers International (Europe) (in
administration)

Name of Transferee

Name of Transferor

Name and Address where notices to transferee
should be sent:

Court Claim # (if known): 62786
Claim Amount Filed: \$ 3,063,130,884

Citigroup Global Markets Ltd.
390 Greenwich Street, 4th floor
New York, New York 10013
Attn: Taylor Leahy
Phone: 212-723-6064
Email: taylor.leahy@citi.com

With a copy to:
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019
Attn: Douglas R. Davis
Phone: 212-373-3000
Email: ddavis@paulweiss.com

Amount transferred: see attached
Date Claim Filed: 11/2/09
Debtor against claim filed: Lehman Brothers
Holdings Inc.

Phone: _____
Last Four Digits of Acct #: _____

Phone: 212.903.9000
Last Four Digits of Acct. #: N/A

Name and Address where transferee payments
should be sent (if different from above):

[insert]

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: 
Transferee/Transferee's Agent

Date: 11 Aug 2014

AGREEMENT AND EVIDENCE OF PARTIAL TRANSFER OF CLAIMS
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Lehman Brothers International (Europe) (in administration)** (the "Seller") by and through **Anthony Victor Lomas, Steven Anthony Pearson, Paul David Copley, Russell Downs and Julian Guy Parr** (the "Joint Administrators" and each a "Joint Administrator") without personal liability, hereby unconditionally and irrevocably sells, transfers and assigns to **Citigroup Global Markets Ltd.** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent specified in Schedule 1 attached hereto (the "Purchased Claims"), in Seller's right, title and interest in and to Proof of Claim Numbers **58911, 62779, 62783, and 62786** filed by or on behalf of Seller (the "Proofs of Claim") against Lehman Brothers Holdings, Inc., formerly debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (SCC) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claims, including without limitation (i) other than any and all amounts relating to distributions made by the Debtor prior to the date of this Agreement and Evidence of Partial Transfer of Claims, any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claims or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claims, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claims, (iii) any rights and benefits in connection with any exhibit, attachment and/or supporting documentation to the Proofs of Claim to the extent related to the Purchased Claims, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claims, but only to the extent related to the Purchased Claims, and (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"). Seller acknowledges that it has (i) transferred to Purchaser the securities relating to the Purchased Claims, and (ii) received distributions from Lehman Brothers Treasury Co. B.V. in respect of such transferred securities.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proofs of Claim were duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proofs of Claim relate to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim include the Purchased Claims specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors in the same class; and (g) Seller has received distributions from Lehman Brothers Holdings, Inc. in respect of the Transferred Claims. For the avoidance of doubt, and without diminishing the representations of Seller explicitly set forth herein, Seller does not represent or warrant to Purchaser the amount in which the Proofs of Claim to the extent of the securities listed in Schedule 1 has been allowed by the Debtor or the amount of any given distribution to be made by the Debtor in connection with those securities.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Partial Transfer of Claims. Seller

acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, and covenants shall survive the execution, delivery and performance of this Agreement and Evidence of Partial Transfer of Claims and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller.

5. Seller shall promptly remit any payments, distributions or proceeds received by Seller after the date of this Agreement and Evidence of Partial Transfer of Claims in respect of the Transferred Claims to Purchaser. The timing of the remittance of any such payments is subject to not only the receipt by Seller of any such funds, but also the receipt from Debtor's claims agent of the appropriate corresponding remittance letter.

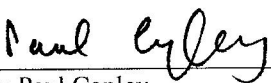
6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Partial Transfer of Claims.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Any action arising under or relating to this Agreement and Evidence of Partial Transfer of Claim shall be brought in the Supreme Court of the State of New York, County of New York, or the United States District Court for the Southern District of New York, located in the City and State of New York.

8. One of the Joint Administrators has signed this Agreement and Evidence of Partial Transfer of Claims on behalf of all the Joint Administrators as agents for and on behalf of Seller and neither they, their firm, partners, employees, agents, advisers or representatives shall incur any personal liability whatsoever in respect of, or in relation to, this Agreement and Evidence of Partial Transfer of Claims. The exclusion of liability set out in this paragraph shall arise and continue notwithstanding the termination of the agency of the Joint Administrators and shall operate as a waiver of any claims in tort as well as under the laws of contract, and any claims otherwise at law or in equity. Though not parties to this Agreement and Evidence of Partial Transfer of Claims, the Joint Administrators, their firm, partners, employees, agents, advisers or representatives shall be entitled to rely on this paragraph of this Agreement and Evidence of Partial Transfer of Claims as if they were a party to it.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF PARTIAL TRANSFER OF CLAIMS is executed this 11th day of August 2014.

Lehman Brothers International (Europe)
(In Administration)

By: 
Name: Paul Copley
Title: Joint Administrator
For and on behalf of
Lehman Brothers International (Europe)
acting as its agent and without personal liability

Level 23
25 Canada Square
London E14 5LQ
United Kingdom

Citigroup Global Markets Ltd.

By: _____
Name:
Title:

390 Greenwich Street, 4th Floor
New York, New York 10013

acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, and covenants shall survive the execution, delivery and performance of this Agreement and Evidence of Partial Transfer of Claims and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller.

5. Seller shall promptly remit any payments, distributions or proceeds received by Seller after the date of this Agreement and Evidence of Partial Transfer of Claims in respect of the Transferred Claims to Purchaser. The timing of the remittance of any such payments is subject to not only the receipt by Seller of any such funds, but also the receipt from Debtor's claims agent of the appropriate corresponding remittance letter.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Partial Transfer of Claims.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Any action arising under or relating to this Agreement and Evidence of Partial Transfer of Claim shall be brought in the Supreme Court of the State of New York, County of New York, or the United States District Court for the Southern District of New York, located in the City and State of New York.

8. One of the Joint Administrators has signed this Agreement and Evidence of Partial Transfer of Claims on behalf of all the Joint Administrators as agents for and on behalf of Seller and neither they, their firm, partners, employees, agents, advisers or representatives shall incur any personal liability whatsoever in respect of, or in relation to, this Agreement and Evidence of Partial Transfer of Claims. The exclusion of liability set out in this paragraph shall arise and continue notwithstanding the termination of the agency of the Joint Administrators and shall operate as a waiver of any claims in tort as well as under the laws of contract, and any claims otherwise at law or in equity. Though not parties to this Agreement and Evidence of Partial Transfer of Claims, the Joint Administrators, their firm, partners, employees, agents, advisers or representatives shall be entitled to rely on this paragraph of this Agreement and Evidence of Partial Transfer of Claims as if they were a party to it.


IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF PARTIAL TRANSFER OF CLAIMS is executed this 11th day of August 2014.

Lehman Brothers International (Europe)
(In Administration)

By: _____
Name:
Title: Joint Administrator
For and on behalf of
Lehman Brothers International (Europe)
acting as its agent and without personal liability

Level 23
25 Canada Square
London E14 5LQ
United Kingdom

Citigroup Global Markets Ltd.

By: 
Name:
Title:

390 Greenwich Street, 4th Floor
New York, New York 10013

Schedule 1 (2 pages)

Transferred Claims

Purchased Claims

The notional amount of the claims that are referenced in the Proofs of Claim and relating to the securities described below.

Lehman Programs Securities to which Transfer Relates

ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount of Purchased Security	Proof of Claim
CH0043088662	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	1,000,000	58911

ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount of Purchased Security	Proof of Claim
DE000A0NPV47	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	23	62779

ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount of Purchased Security	Proof of Claim
XS0347694787	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	500,000	62783
XS0352912371	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	1,000,000	62783

ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount of Purchased Security	Proof of Claim
XS0178999537	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	420,000	62786
XS0267460359	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	30,000	62786
XS0274127009	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	140,000	62786
XS0278222236	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	100,000	62786
XS0282145969	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	1,200,000	62786
XS0286535223	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	157,000	62786
XS0288704264	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	300,000	62786
XS0289028085	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	150,000	62786
XS0289550658	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	100,000	62786
XS0290294742	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	26,650	62786
XS0295664535	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	14,635	62786
XS0297730847	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	1,115,000	62786

XS0299993336	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	40,000	62786
XS0301979331	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	90,000	62786
XS0304977910	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	500,000	62786
XS0309366986	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	250,000	62786
XS0313893215	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	4,325,000	62786
XS0316937647	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	30,000	62786
XS0329905417	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	3,000	62786
XS0330467746	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	2,900,000	62786
XS0331566181	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	500,000	62786
XS0332612505	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	150,000	62786
XS0333449295	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	50,000	62786
XS0334274098	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	454,000	62786
XS0336850762	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	500,000	62786
XS0336952337	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	200,000	62786
XS0340433373	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	500,000	62786
XS0342804365	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	10,000	62786
XS0345680655	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	230,000	62786
XS0345792294	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	70,000	62786
XS0346686719	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	163,000	62786
XS0348936914	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	230,000	62786
XS0353557233	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	70,000	62786
XS0362891631	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	160,000	62786
XS0363637546	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	150,000	62786
XS0364777689	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	339,000	62786
XS0366684073	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	54,950,000	62786
XS0368298187	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	100,000	62786
XS0372051762	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	255,000	62786